



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-063402-25

In the matter of: UNIT 7, 205 4TH ST A E
OWEN SOUND ON N4K1B8

Between: GREY BRUCE PROPERTY RENTALS INC. Landlord

And

KYLE MACINNIS Tenant

GREY BRUCE PROPERTY RENTALS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict KYLE MACINNIS (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

GREY BRUCE PROPERTY RENTALS INC. (the 'Landlord') also applied for an order requiring KYLE MACINNIS (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 18, 2025.

Only the Landlord's Agent Andy Timmerman attended the hearing.

As of 10:00 AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, The tenancy between the Landlord and the Tenant is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On April 1, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served on the same date as the Tenant or someone visiting or living with the Tenant had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful right, privilege, or interest of the Landlord or another person. The N5 notice alleges that the Tenant's guests from March 22nd to 25th 2025 were disturbing other Tenants by knocking on their doors, and creating excessive noise. In addition at various times during this period loud music was emanating from the Tenant's rental unit.
4. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

Substantial interference

5. On July 30, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served on the same date, and alleges the Tenant or someone visiting or living with the Tenant had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful right, privilege, or interest of the Landlord or another person, as on July 28, 2025 the Tenant's guests were creating excessive noise in the hallway of the rental unit.
6. The Landlord's Agent Andy Timmerman testified that he had received complaints from other Tenants in the rental unit regarding constant and excessive noise caused by the Tenant and or their guests due to the constant foot traffic and loud behaviour. However the Landlord's Agent's testimony was in general terms and no specific information was provided with respect to a noise complaint that occurred on July 28, 2025.
7. No other tenants of the residential complex attended the hearing to provide testimony with respect to the issue of noise on July 28, 2025, or how the noise interfered with their reasonable enjoyment.
8. I am not satisfied that the Tenant or someone visiting or living with the Tenant has substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful right, privilege, or interest of the Landlord or another person on July 28, 2025.

Wilful or Negligent Damage

9. The Landlord's second N5 notice of termination served on July 30, 2025, also alleges that on July 29, 2025 while conducting a routine inspection of the rental unit wilful or negligent damage was observed to have been caused to the rental unit.
10. The Landlord's Agent testified that as part of a routine inspection of the Tenant's rental unit on July 29, 2025. The Following damages were observed to have been caused to the rental unit.
 - The bedroom door had holes in multiple places;
 - The bathtub and bath surround had excessive staining and scratches
 - The Baseboards in the bathroom had water damage

- The vanity in the bathroom had large cracks and pieces broken from it; and
- The kitchen tap was damaged.

11. The Landlord's Agent provided photographs of the alleged damage to the rental unit.

12. I am satisfied based on the testimony of the Landlord's Agent and the photographs submitted that the damages observed during an inspection of the rental unit on July 29, 2025 were beyond normal wear and tear from the use of the rental unit and on a balance of probabilities constitute either negligent or wilful damage.

13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damages

14. As indicated above the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

15. The Landlord claimed \$2,055.00 to repair the damage and or replace property that was damaged and cannot be repaired as follows:

- Bedroom door removal and replacement \$225.00
- Bathtub and bath surround removal and replacement \$1,200.00
- Bathroom baseboard removal and replacement \$200.00
- Bathroom vanity removal and replacement \$250.00
- Replacement of kitchen Tap \$180.00

16. The Landlord's Agent testified that the amounts sought for the repair and or replacement of the items was based on past amounts required to repair and or replace similar items within the residential complex. I find this is insufficient to prove the actual reasonable costs the Landlord will incur repair the damage and or replace property that was damaged and cannot be repaired and decline to make an award in this respect.

Relief from eviction

17. The Landlord sought termination of the tenancy due to the wilful or negligent damages caused by the Tenant. The Tenant failed to attend the hearing to provide any submissions and testimony with respect to any circumstances to consider with respect to relief from eviction.

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 23, 2026.
2. If the unit is not vacated on or before January 23, 2026, then starting January 24, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 24, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

January 12, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on July 24, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

